

**THE INDIANA CIVIL RIGHTS COMMISSION
311 West Washington Street
Indianapolis, Indiana 46204**

**STATE OF INDIANA)
) SS
COUNTY OF MARION)**

**WILLIAM K. LINDSEY,
Complainant,**

DOCKET NO. HOra7020127

vs.

**RUTH FORD,
Respondent.**

FINDINGS OF FACT AND CONCLUSIONS OF LAW, AND ORDER

On July 7, 1980, Kenneth W. Maher, Hearing Officer in the above cause, entered his recommendation neither party has filed objections that recommendation within the ten (10) day period prescribed by IC 4-22-1-12 and 910 IAC 1-12-1(A).

Being duly advised in the premises, the Commission hereby adopts as its final Findings of Fact, Conclusions of Law and Order those recommended in the Hearing Officer's Recommended Findings of Fact, Conclusions of Law, and Order, which is attached hereto and incorporated by reference herein.

Dated: August 29, 1980

**THE INDIANA CIVIL RIGHTS COMMISSION
311 West Washington Street
Indianapolis, Indiana 46204**

STATE OF INDIANA)
) SS
COUNTY OF MARION)

WILLIAM K. LINDSEY,
 Complainant,

DOCKET NO. HOra7020127

vs.

RUTH FORD,
 Respondent.

RECOMMENDED FINDINGS OF FACT AND CONCLUSIONS OF LAW, AND ORDER

The above captioned claim was the subject of an administrative hearing held on June 17, 1980, in the rooms of the Indiana Civil Rights Commission before Hearing Officer Kenneth W. Maher.

Complainant William K. Lindsey (hereinafter "Lindsey") was present and represented by counsel M.E. Tuke and Harnder Kaur. Respondent, despite having received notice of the hearing on June 2, 1980, by being served by the Marion County Civil Sheriff, was not present nor was counsel present on her behalf.

Prior to the taking of evidence, Counsel for Complainant reiterated her previous Motion for Order by Default based on Respondent's failure, despite notice, to appear for a pre-hearing conference in the above-captioned claim and entered a second Motion for Order by Default based on Respondent's failure to appear at hearing. The Hearing was adjourned for fifteen (15) minutes. Respondent still had not appeared.

At the end of the recess the Hearing Officer advised Lindsey and his counsel that should a Default Recommendation be granted another hearing for the purpose of ascertaining damages would be required. As a result, Lindsey opted to present evidence as to both liability and damages.

Having considered the evidence presented at the hearing, the arguments of counsel, including the Proposed Recommended Findings of Fact, Conclusions of Law and Order and being duly advised in the premises, the Hearing Officer hereby enters the following Recommended Findings of Fact, Conclusions of Law and Order.

FINDINGS OF FACT

1. Complainant, William K. Lindsey, is a black citizen of the state of Indiana.
2. Respondent, Ruth Ford, (hereinafter "Ford") is a person as that term is defined in IC 22-9-1-3(a).
3. "Ford" offered a furnished room located at 401 North Central Avenue, Indianapolis, Indiana, for rent on or about February 1, 1979.
4. "Ford" has the apparent authority to negotiate and determine the terms of rental of the room described in Finding #3, above.
5. In order to facilitate the rental of said room, an advertisement was placed in the publication entitled "The Trader".
6. On or about February 1, 1979, Lindsey consulted "The Trader" in order to locate a room or apartment to rent.
7. Lindsey preferred to secure a furnished room or apartment, as he desired to save money by not purchasing furniture.
8. Lindsey also desired to pay as little rent as possible.
9. Lindsey also sought to secure an apartment located on the bus line, so that he could use the bus to travel to and from work.
10. Lindsey telephoned the telephone number given in the advertisement regarding the room at 4001 North Central Avenue.
11. Lindsey's telephone call was answered by a woman.
12. After advising Lindsey that the advertised room was available the woman asked Lindsey his race.
13. In response to the woman's question, Lindsey advised her that he was black.

14. Upon being advised of Lindsey's race, the woman stated that she would not rent the room to Lindsey because he was black. She further indicated that one of her present tenants was a "redneck" who carried "a knife or machete" and, implied that because of this person's dislike for blacks having a black tenant "would not work out."

15. In this same conversation, Lindsey indicated that the tenant's feelings did not concern him and that he was still interested in renting the apartment.

16. The woman still declined to allow Lindsey to rent the apartment because of his race.

17. Lindsey called the telephone number listed in "The Trader" two (2) more times.

18. Lindsey ascertained in the course of these two (2) telephone calls that the woman to whom he had spoken was Ford.

19. Ford has not denied speaking with Lindsey.

20. The room that Lindsey sought rented from between twenty (\$20.00) to twenty five (\$25.00) dollars per week, was furnished, was located on a bus line that passed by Lindsey's place of employment and arguably the use of a telephone and was available for occupancy on February 1, 1979.

21. Using the same issue of "The Trader", Lindsey acquired alternative housing at 4186 North College (Apartment 1) on the same day as his telephone conversations regarding the room at 4001 North Central Ave.

22. The apartment acquired by Lindsey was a one room apartment, unfurnished, within five (5) blocks of the room he had sought, accessible to the bus line, did not contain a telephone, rented for one hundred and forty five dollars a month and was not available until two (2) weeks from the date of his inquiry.

23. The apartment obtained by Lindsey was comparable to the room at 4001 North Central Avenue except for those differences set out heretofore.

24. By obtaining comparable alternative housing in the same neighborhood as the room at 4001 North Central Avenue on the same day as he was refused the right to rent that room, Lindsey took satisfactory measures to mitigate his damages.

25. Because the apartment 4186 North College was not available occupancy for two (2) weeks, whereas the room at 4001 North Central Avenue was available immediately, Lindsey acquired alternative accommodations for the sum of eighty-seven dollars (\$87.00), including food.
26. Since the rent on the room at 4001 Central Avenue would have been approximately forty dollars (\$40.00), excluding food at an approximate cost of twenty dollars (\$20.00), Lindsey suffered a loss of twenty seven dollar (\$) \$27.00), during the two weeks period prior to his moving into the apartment at 4186 North College Avenue.
27. The apartment of 4186 North College rented for one hundred and forty seven dollars per month.
28. The difference in rent between the apartment at 4186 North College and he room at 4001 North Central is approximately fifty-seven dollars (\$57.00) per month.
29. Lindsey was informed approximately three (3) months after filing of his complaint that he would be permitted to move into the room at 4001 North Central Avenue.
30. Lindsey declined to move to 4001 North Central Avenue for a period of two and one half (2 1/2) months.
31. Lindsey occasioned a loss in the amount of one hundred forty two dollars and fifty cents (\$142.50) as the result of being unable to rent the room at 4001 North Central Avenue for a period of two and one half (2 1/2) months.
32. Because the apartment secured y Lindsey was unfurnished he acquired furniture for it at an expenditure of three hundred eleven dollars and eleven cents (\$311.11).
33. Lindsey would not have purchased furniture at that time had he secured the room at 4001 North Central Avenue.
34. Lindsey had continued to use the furniture that he purchased.

35. Lindsey suffered financial loss in the amount of eighty dollars (\$80.00), the approximate cost of depreciation of the furniture valued at three hundred and twelve dollars (\$312.00) at ten percent (10%) of its retail value per month for two and one-half months.
36. Lindsey acquired a telephone for his apartment at a cost of twenty-six dollars and fifty cents (\$26.50) for installation, a cost that he would not have occasioned had he rented the room at 4001 North Central Avenue.
37. Lindsey suffered a loss of twenty-six dollars and fifty cents (\$26.50) as a result of being denied the room at 4001 North Central Avenue because of his race.
38. No evidence was produced contradicting the losses asserted by Lindsey.
39. Lindsey's declination of the apartment offered by Ford terminated his damages at ninety (90) days from the date that he filed his complaint.
40. Lindsey suffered losses of two hundred, seventy-six dollars (\$276.00) because of Ford's refusal to rent the room at 4001 North Central Avenue to him because of his race.
41. Any Conclusion of Law which should have been deemed a Finding of Fact is hereby adopted as such.

CONCLUSIONS OF LAW

1. The above captioned complaint was timely filed under IC 22-9-1-3(o).
2. The Indiana Civil Rights Commission has jurisdiction over the subject matter and the parties to the above captioned complaint.
3. The Complaint and Respondent are "persons" as that term is defined in IC 22-9-1-3(a).
4. The Respondent, Ford, committed a "discriminatory practice" as that term is defined in IC 22-9-1-3(1) when she excluded Lindsey from equal opportunity to the rental of housing because of his race.

5. Complainant presented evidence of his losses sufficient to entitle him to collect damages as defined in IC 22-9-1-6 (k) (1), and for those areas in which the amount of damages has not been presented to a mathematical certainty, doubt has been resolved in favor of Complainant since the Respondent presented no evidence.
6. Complainant presented sufficient evidence to support his claim of unlawful discrimination and this evidence was not refuted by Respondent.
7. Any Findings of Fact which should have been deemed a Conclusion of Law is hereby adopted as such.

ORDER

1. Respondent Ruth Ford shall cease and desist from using race as a factor in decision as to rental of any portion of the property located at 4001 North Central Avenue, Indianapolis, Indiana.
2. Respondent Ruth Ford shall, in any advertisement regarding the rental of property place in said advertisement the words:

“This property available on an equal basis. No discrimination is practiced based on race or color, religion, or national origin or ancestry”

3. Respondent shall, within thirty (30) days of receipt of the final order in the above captioned complaint, pay to William K Lindsey the amount of two hundred and seventy-six dollars as compensation for his losses occasioned by her refusal to afford him equal opportunity in the acquisition of housing based on his race.
4. Respondent shall report to the Indiana Civil Rights Commission those vacancies occurring at 4011 North Central Avenue for a period of three (3) years.
5. Respondent shall submit copies to the Indiana Civil Rights Commission of any and all advertisement that she utilizes for the rental of any portion of the property at 4001 North Central Avenue.

6. Respondent shall report to the Indiana Civil Rights Commission the filling of all vacancies for a period of three years, giving the name and race of all applicants for housing and the name and race of the persons to whom the housing was subsequently rented.

7. Respondent shall commence the actions required by this order within thirty days of the receipt, by Respondent, of a final order signed by the commissioners of the Indiana Civil Rights Commission.

Dated: July 7, 1980